

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.  
WAYNE STENEHJEM, ATTORNEY  
GENERAL,

Civil No. \_\_\_\_\_

Petitioner,

**ASSURANCE OF  
VOLUNTARY COMPLIANCE**

-VS-

HEROES UNITED PAC  
dba VOLUNTEER FIREFIGHTERS  
ASSOCIATION,

Respondent.

CPAT 180130.001

TO: **HEROES UNITED PAC  
dba VOLUNTEER FIREFIGHTERS ASSOCIATION  
1629 K Street NW, Suite 300  
Washington, DC 20006**

1. WHEREAS Wayne Stenehjem, Attorney General of the State of North Dakota (hereinafter "Attorney General"), acts in the public interest pursuant to North Dakota Century Code ("N.D.C.C.") chs. 51-15 (commonly referred to as the Consumer Fraud Statute) and ch. 51-28 (commonly referred to as the "Do Not Call Law");

2. WHEREAS Respondent is Heroes United PAC dba Volunteer Firefighters Association, a Political Action Committee with its principal mailing address at 1629 K Street NW, Suite 300, Washington, DC 20006 and Matthew Greenlee is the Director of Heroes United PAC dba Volunteer Firefighters Association.

181736

3. WHEREAS N.D.C.C. ch. 51-28, specifically N.D.C.C. § 51-28-02, prohibits certain calls using automatic dialing-announcing devices (“prerecorded messages or robo-calls”) to telephone subscribers in North Dakota;

4. WHEREAS the Attorney General has received consumer complaints and/or other information alleging Respondent engaged in prerecorded message calls contrary to North Dakota law;

5. WHEREAS violations of N.D.C.C. ch. 51-28 are violations of N.D.C.C. ch. 51-15;

6. WHEREAS as a result of its investigation the Attorney General alleges Respondent has violated N.D.C.C. chs. 51-28 and 51-15; and

7. WHEREAS the parties desire to settle this matter without further investigation and litigation and any admission of liability by Respondent; NOW THEREFORE it is hereby agreed:

8. This Assurance of Voluntary Compliance shall constitute the statutory assurance of discontinuance as provided in N.D.C.C. § 51-15-06.1. Respondent acknowledges *in personam* jurisdiction in North Dakota for the purpose of entry and enforcement of this Assurance of Voluntary Compliance. Nothing in this Assurance of Voluntary Compliance is, or may be represented as, an approval or endorsement of Respondent or its business practices, nor a grant of any affirmative right to Respondent. Nothing in this Assurance of Voluntary Compliance is intended to waive any rights or private remedies available to consumers. See *a/so* N.D.C.C. § 51-15-09.

9. Respondent, its directors, officers, principals, employees, agents, contractors, servants and all other persons in active concert or participation with it, directly

or indirectly, voluntarily agree to be and are permanently enjoined from making telephone calls in violation of North Dakota law.

10. Respondent, its directors, officers, principals, employees, agents, contractors, servants and all other persons in active concert or participation with it, directly or indirectly, voluntarily agrees to be and is permanently enjoined from engaging in violations of N.D.C.C. ch. 51-28.

11. Upon execution of this agreement, Respondent agrees to pay the Attorney General, in lieu of civil penalties, investigation costs, and attorney fees, the sum of Three Thousand Dollars and No/100 (\$3,000.00), with One Thousand Dollars and No/100 (\$1,000.00) suspended pending no further violation of North Dakota law. Payment shall be the form of a certified check or money order payable to **Office of Attorney General – North Dakota**, and delivered to:

Parrell D. Grossman  
Director  
Consumer Protection  
& Antitrust Division  
Office of Attorney General  
Gateway Professional Center  
1050 E Interstate Ave, Ste 200  
Bismarck, ND 58503-5574

12. Respondent agrees it will comply with this Assurance of Voluntary Compliance and further acknowledges and agrees any violations of this Assurance of Voluntary Compliance, as determined by a State of North Dakota District Court, shall be punishable as contempt of court pursuant to N.D.C.C. ch. 27-10 and Respondent further may be subject to all other civil penalties and sanctions provided by law, including attorney fees and costs. Respondent agrees to pay a civil penalty of at least \$500.00 per violation

for any violations of this Assurance of Voluntary Compliance, or any future violations of N.D.C.C. ch. 51-28; provided, however, the Attorney General shall not be precluded from seeking more than \$500.00 per violation, or any other remedies provided in N.D.C.C. chs. 51-15 or 51-28, or other North Dakota law.

13. If Respondent is adjudged in contempt of court for violations of this Assurance of Voluntary Compliance, adjudged in violation of this Assurance of Voluntary Compliance or adjudged in violation of N.D.C.C. chs. 51-15 or 51-28, Respondent shall also be responsible for payment to the Attorney General for reasonable investigation costs, expenses, and attorney fees.

14. In the event of a breach of this Assurance of Voluntary Compliance, the Attorney General may, without further notice to Respondent, make application to a State of North Dakota District Court to have the entire amount still owing under the Assurance of Voluntary Compliance entered as a formal judgment so it may be filed on the judgment roll and docketed pursuant to North Dakota law. See N.D.C.C. §§ 28-20-11, -12 and -13. Respondent agrees that an Affidavit of Non-Compliance of the Office of Attorney General shall be *prima facie* evidence of each violation of this Assurance of Voluntary Compliance.

15. Respondent represents the signer below is competent and fully authorized to act on behalf of Respondent. Respondent acknowledges it has been provided the opportunity to review this Assurance of Voluntary Compliance with an attorney, understands the implications and obligations imposed by it and have freely and willingly entered into this Assurance of Voluntary Compliance. Respondent further acknowledges and agrees this Assurance of Voluntary Compliance may be approved by and filed with the State of North Dakota District Court without any further notice or hearing. Signatures

transmitted electronically or via facsimile by Respondent shall be deemed the equivalent of original signatures; this document may be executed in counterparts, with each counterpart deemed an original.

Dated this 9<sup>th</sup> day of July, 2018.

**HEROES UNITED PAC DBA VOLUNTEER  
FIREFIGHTERS ASSOCIATION**

By: *Matthew Greenlee*

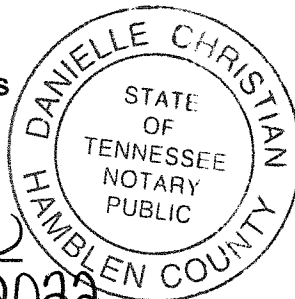
Matthew Greenlee  
(print name)

Its: Director  
(title)

STATE OF TN }  
COUNTY OF Hamblen } ss

Subscribed and sworn to before me this  
9<sup>th</sup> day of July, 2018.

Danielle Christian  
Notary Public



Exp. 5-30-2022

This Assurance of Voluntary Compliance is hereby received and accepted.

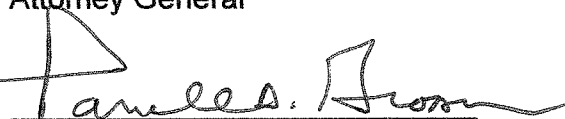
Dated this 16<sup>th</sup> day of July, 2018.

**STATE OF NORTH DAKOTA**

Wayne Stenehjem

Attorney General

By:



Parrell D. Grossman

State ID No. 04684

Assistant Attorney General

Director

Consumer Protection & Antitrust Division

Gateway Professional Center

1050 E Interstate Ave, Ste 200

Bismarck, ND 58503--5574

Telephone (701) 328-5570

Facsimile (701) 328-5568

pgrossman@nd.gov

Attorneys for Petitioner